

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT CHANGE

1. DATE **October 19, 2011**
2. COMMODITY NAME Diagnostic Test Chlamydia & Gonorrhea (to include instrumentation)
3. CONTRACT NUMBER E194-1227
4. CONTRACT PERIOD February 1, 2011 through January 31, 2014
5. SUPERSEDES E194-299-10
6. AUTHORIZED USERS Division of Consolidated Laboratory Services (DCLS)
..... and the Virginia Department of Health (to include these two specific locations):
Arlington County Health Department
Public Health Division
800 S. Walter Reed Drive
Arlington, VA 22204
Contact: Matthew Bolssen, Laboratory Technologist II
Phone: 703-228-5612
Fax: 703-228-5253
Email: mbolssen@arlingtonva.us

Fairfax County Health Department
10310 Layton Hall Drive
Fairfax, VA 22030
Contact: Patricia Dawson, Administrative Supervisor
Phone: 703-277-3240
Fax: 703-591-3641
Email: Patti.Dawson@fairfaxcounty.gov
7. CONTRACTOR DUNS NUMBER 115337123
8. CONTRACTOR Gen-Probe Sales & Service, Inc.
9. CONTRACTOR(S) PHONE NUMBER 800-523-5001 ext 5329
10. TERMS Net 30
11. DELIVERY 7 Calendar Days ARO
12. F.O.B. Delivered
13. MINIMUM ORDER..... \$100.00
14. FOR FURTHER CONTRACT INFORMATION CONTACT: Tina M. Rodriguez, CPPB, VCO
Phone: (804) 786-1603
Fax: (804) 786-5413
Email: tina.rodriguez@dgs.virginia.gov
15. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE
VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov

16. NOTICE TO DCLS: This contract is the result of a competitive bid program and its use is **mandatory** (unless otherwise indicated in item 6 above) in the purchase of any commodity listed herein. If the commodity or services available under this contract cannot be used by the agency, a request to purchase other goods or services of a similar nature shall be submitted to the appropriate DGS/DPS contract/purchase officer for approval. A complete and factual written justification is necessary to support the request. Refer to Section 13.7a of the Agency Procurement and Surplus Property Manual.
17. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

By: /s/ Tina M. Rodriguez, CPPB, VCO
Statewide Contract Officer

INSTRUCTIONS

1. **ORDERS:** Unless otherwise instructed by the Division of Purchases and Supply, DCLS will order items/services through eVA.
2. The applicable contract number, federal employer identification number (FEI), and item number (for itemized contracts) must be shown on each purchase order and copy, each facsimile transmission or given verbally when telephonic orders are placed.
3. Inspection on delivery and approval of vendor's invoice is the responsibility of the receiving state agency.
4. Any complaint as to quality, faulty or delinquent delivery, or violation of contract provisions by contractor shall be reported to the Division of Purchases and Supply for handling with the contractor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the contractor and this office of complaints, are available from the Division of Purchases and Supply (804-225-4045).
5. **RENEWALS.** Two (2), one-year optional renewals remain. The decision as to whether to exercise the next renewal option will be made by the contract officer approximately three to four months in advance of the expiration date of the current term.

Renewal Periods

Line Number	Renewal Period Length	Renewal Period Unit	Effective Date	Expiration Date	Notification Days (Prior to Expiration)
1	1	Years	2/1/2014	1/31/2015	90
2	1	Years	2/1/2015	1/31/2016	90

Vendor Contact Information

Legal Name: GEN-PROBE

Contact: Customer Service Dept.

Location Legal Name: GEN-PROBE-001

Contact Email: customerservice@gen-probe.com

Phone: 800-523-5001 ext. 5329

Contracts Dept: contractadmin@gen-probe.com

Fax: 800-288-3141

Technical Support: technicalsupport@gen-probe.com

Address: 10210 Genetic Center Drive, San Diego, CA 92121

Local Representative: Ted Whitford, Technical Sales Representative

Local Representative Email: ted.whitford@gen-probe.com

eVA Vendor Number: C6671

Commodity Information

NIGP Code: 26936

Description: Diagnostic Agents

Manufacturer Part Number: 301130B AC2 Tigris APTIMA Multi-Pak Kits (1,000 Tests/Kit) \$8.75 per test

(FDA cleared/approved Nucleic Acid Amplification Test (NAAT) kit and necessary instrumentation for the diagnostic detection of C. Trachomatis and N. Gonorrhea. See Specifications and Special Terms and Conditions here within for details. DCLS desires to purchase a combination test with both C. Trachomatis and N. Gonorrhea. **See Attachment for Assay and Collection Kit Pricing.**

Ship To

Attention: Sean Kelly, Group Manager

Molecular Detection and Characterization

Division of Consolidated Laboratory Services

600 N. 5th Street, Richmond, VA 23219

Free On Board Name: FOB Destination-Freight Prepaid

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION (part 1 of 2): By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a

religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). (continued on part 2)

ANTI-DISCRIMINATION (part 2 of 2): In every contract over \$10,000 the provisions in 1. and 2. below apply: 1.) During the performance of this contract, the contractor agrees as follows: (a.) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b.) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2.) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offers) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

CHANGES TO THE CONTRACT (part 1 of 2): Changes can be made to the contract in any of the following ways: (1.) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. (2.) The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: (2a.) By mutual agreement between the parties in writing; or (2b.) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or (continued on part 2)

CHANGES TO THE CONTRACT (part 2 of 2): (2c.) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and

hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

INSURANCE (part 2 of 3) MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/\$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental, Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical ,Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per

occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence, \$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence, \$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

SET ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

PAYMENT (part 1 of 4): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract

price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. (Continued on part 2)

PAYMENT (part 2 of 4): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

PAYMENT (part 3 of 4): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

PAYMENT (part 4 of 4): The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 1 of 2): The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. (Continued on part 2)

eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION (part 2 of 2): a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order. d. For orders issued August

16, 2006 and after, the Vendor Transaction Fee is: (i)DMBE-certified Small Businesses: 1%, capped at \$500 per order. (ii)Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order. The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the vendor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONTRACT TERM: The initial term of this contract will be for a three (3) year period beginning approximately February 1, 2011 through January 31, 2014.

CONTRACT RENEWAL: This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) one (1) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

EQUIPMENT: Please list equipment to be supplied for this contract. The vendor shall supply equipment at no charge to DCLS. Equipment may be added to or removed from this contract at anytime, so long as performance, reliability and service care are not reduced. Title shall at all times remain with the vendor. Maintenance is the responsibility of the title holder. The user5 will be responsible for all supplies and consumables. The vendor may add or remove equipment by submitting a letter to DCLS with a copy to the Contract Officer with a description of equipment, with its serial number and stating what action is being taken and when. The vendor shall perform, at no cost to DCLS, one (1) annual preventive maintenance check for each instrument provided.

INSTALLATION: The vendor shall be responsible for all shipping and installation costs for instrumentation or any component needed to perform testing within two (2) weeks from the date of the signed agreement. The vendor shall unpack, install and validate the assay system by successfully analyzing the assay's quality control on-site at DCLS in Richmond, Va. The Vendor shall be responsible for all costs associated with the removal of instrumentation at termination of this contract.

INSTRUMENTATION: The vendor shall be responsible for the cost of any instrumentation and non-consumable components needed to accomplish the workload as stated under the Special Term and Condition entitled "WORKLOAD". The vendor shall supply a list of costs for consumable replacement parts for all instrumentation and components. If method requires more than two (2) manual pipetting steps, then the vendor will supply a semi-automated or automated pipetting system.

MINIMUM ORDER: Minimum Orders are set at \$100.00. Orders will be F.O.B. Destination to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00 the vendor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such orders off contract from other sources. Partial shipments of less than minimum order value which are

made at the option of the vendor shall be made F.O.B. Destinations with no transportation charges added. If at the agency's request shipments are below the minimum order value, the vendor may add actual transportation to invoice for payment.

PREVENTIVE MAINTENANCE: The vendor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period. A monthly schedule shall be coordinated between the vendor and the using agency. Said schedule will remain in effect throughout the life of the contract unless a scheduling conflict arises between the parties. In the event a conflict in schedules occurs, a schedule change shall be coordinated between the parties until a mutually agreed upon date/time can be set.

PRICE ESCALATION / DEESCALATION: Price adjustments may be permitted only for changes in the Vendor's cost of materials based on the current market for this or similar products. Consumers Price Indices, Producers Price Indices or other appropriate indices as approved by the Division of Purchases and Supply, will be used as a guide to determine price increases or decreases. No price increases will be authorized for **365** calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each **365** days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth. **Vendor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period.** The Vendor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Vendor by the Vendor's suppliers. The purchasing office will notify the using agencies and Vendor in writing of the effective date of any increase which it approves. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PURCHASE VOLUME REPORT: The vendor shall furnish quarterly volume reports (January, February and March=1st quarter; April, May, and June=2nd quarter; July, August, and September=3rd quarter; and October, November, and December=4th quarter) within 15 days of the end of each quarter of the sales made under this contract. Report shall list item(s) and or services performed during the previous quarter along with the order number and dollar value. These reports shall include: item purchased, date purchased, agency, quantity, each price, extended price, and eVA purchase order number.

SHIPPING: The vendor shall be responsible for all costs to properly deliver assay and collection kits to DCLS on a periodic basis (monthly). The vendor will be responsible for the costs associated with the shipment of sample collection and testing materials. Materials should be received by the laboratory with at least a six (6) month shelf life.

TECHNICAL SUPPORT: The vendor shall provide, at no cost to DCLS, telephone technical service to DCLS staff as needed from 8:00 a.m. EST to 5:00 p.m. EST. The vendor shall provide, at no cost to DCLS, technical support personnel to repair equipment. The vendor will be responsible for the shipment, installation, removal and maintenance of malfunctioning or contaminated equipment. Equipment should be repaired or replaced within two (2) working days of notification. The vendor shall provide, at no cost to DCLS, one (1) technical manual for each instrument provided.

TRAINING: The vendor shall be responsible for all costs associated with vendor site training for two (2) DCLS employees. This training shall occur within two (2) weeks from the date of successful installation and validation of instrumentation.

WARRANTY: The vendor agrees that the equipment furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the vendor gives any customer for such equipment and the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of the solicitation. A copy of this warranty should be furnished with the bid. **NOTE:** DURING THE WARRANTY PERIOD THE VENDOR WILL PROVIDE ON-SITE SERVICE OR

TRANSPORT TO ITS PREMISES FOR SERVICE (AS DIRECTED BY THE NATURE OF THE REPAIR) AND RE-DELIVER THE UNIT AT NO ADDITIONAL CHARGE TO THE COMMONWEALTH.

WORKLOAD: Expected workload will be approximately 95,000 samples per year.

ADDITIONAL USERS: This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor any order citing the resulting contract unless the ordering entity has been added by written contract modification.

Assay and Collection Kit Pricing - DCLS

Gen-Probe reagent order Catalog Numbers for APTIMA 2 on DTS TIGRIS Platform

Catalog Number	Kit Name	Tests / Kit UOM	Price Per Test
302224	APTIMA CT	100	\$ 6.75
301041	APTIMA Unisex Swab	50	\$ 1.25
301040	APTIMA Urine Collection Kit	50	\$ 1.25
301130B	APTIMA Combo 2	1,000	\$ 8.75
302382	APTIMA Assay Fluids Kit		N/C
302380	APTIMA Sys Fluid Preservative		N/C
301048-01	APTIMA Detection Kit		N/C
301110-01	APTIMA Controls Kit		N/C
301191	Tigris Run Kit		N/C
301162	Vaginal Collection Kits	50	\$ 1.25
	Tecan Disposable Tips	See Below	

Pricing includes all instrumentation and service for TIGRIS System Cat No 5118, Serial Number 1174, currently on-site at Richmond, Va.

Tecan Disposable Tips (Ordered directly from Tecan U.S.)

Tecan U.S.
P. O. Box 13953
Research Triangle Park, NC 27709
800-338-3226

Catalog No. 10612513 Case: 9600 Tips (10 boxes of 960/box)

SPECIFICATIONS

1. Must be an FDA approved nucleic acid amplification assay kit that will detect Chlamydia Trachomatis and Neisseria Gonorrhea alone or in a combination in a single testing event.
2. The kit must include the sample collection instructions and materials, testing reagents with “disposables” and instrumentation required to detect Chlamydia Trachomatis and Neisseria Gonorrhea from a variety of clinical samples.
3. The system/assay must target rRNA using a target capture technology for detection and differentiation Chlamydia Trachomatis or Neisseria Gonorrhea from a single specimen and have the expanded capability of targeting a second genetic region for detection if the testing requires independent verification.
4. The assay must be a “closed system”.
5. Sample collection and test materials should have a minimum shelf life of 9 months.
6. The assay must be FDA approved for testing urine and urogenital samples (urethra, vaginal and cervical samples) obtained from symptomatic and asymptomatic, male and female patients.
7. Urine and urogenital specimens must be able to be tested with the expectation that the sensitivity/specificity levels are equivalent to or greater than identified below:

	<u>CT Sensitivity</u>	<u>CT Specificity</u>	<u>GC Sensitivity</u>	<u>GC Specificity</u>
Male Swab	95.5 %	97.5 %	99.0 %	97.5 %
Male Urine	97.5 %	98.5 %	98.5 %	99.5 %
Female Swab	94.0 %	97.5 %	99.0 %	98.5 %
Female Urine	94.5 %	98.0 %	91.0 %	99.0 %

8. Sample will meet the following storage and transport requirements:
 - Swabs: Stored at 2° to 30°C should be stable for at least 60 days.
 - Urine:
 - Unpreserved: Stored at 2° to 30°C should be stable for at least 24 hours.
 - Preserved Urine Transport Tube: Stored at 2° to 30° C should be stable for 30 days.
9. Blood should not inhibit the assays at the concentrations defined below:
 - Swabs-no inhibition with 10% blood n swab (total swab saturation);
 - Urine-no interference with 30% blood in urine.
10. There should be zero cross-reaction with other organisms, including other Neisseria species.
11. Urine and swab collection containers should have a pierceable cap design for efficient specimen processing, to enable auto sampling and to minimize or prevent the risk of “cross-over” contamination.
12. The system should meet the following testing throughput requirements of 500 patient samples (1,000 results) per 1 person per one shift with no more than 120 minutes of total hands-on time.
13. The specimen volume testing needs must be such that the assay and instrumentation system must permit removal of at least 3 aliquots per patient specimen for testing on the same equipment.
14. The instrument must be capable of being interfaced or have compatibility with STARLIMS software.

15. The system must be a fully integrated system providing: work-list creation, sample preparation (including “Target Capture”), amplification, detection and results processing. In addition, it must provide automatic process control and documentation control, including:
- Direct tube sampling;
 - No cap removal
 - Primary tubes loaded directly on system
 - True Positive Sample ID;
 - On-board barcode readers scan reagents and specimens;
 - Random Specimen Loading including the creation of work lists automatically;
 - No manual pipetting required;
 - Liquid Level Sensing confirms adequate sample and reagent levels;
 - Results linked to reagent lot numbers;
 - Positive specimen results are sorted and identified for follow-up;
 - On-board reagent capacity for 1,000 tests.

Assay and Collection Kit Pricing – Virginia Department of Health

Gen-Probe reagent order Catalog Numbers for APTIMA Combo 2 on DTS TIGRIS Platform
Customer Number: 3100003353

Catalog Number	Kit Name	Tests / Kit UOM	Contract Price
301032	APTIMA Combo 2 Assay (100 Tests/Kit)	100	\$ 860.00
301048	APTIMA Auto Detect Reagent (300 Tests/Kit)	300	\$ 45.00
301041	APTIMA Swab Collection Kit (50/Box)	50	\$ 62.50
301040	APTIMA Urine Collection Kit (50/Box)	50	\$ 62.50
301154C	APTIMA LPT Transfer Tubes (100/Bag)	100	\$ 95.00
301162	APTIMA Vaginal Swab Kit (50/Box)	50	\$ 62.50
30110	APTIMA Controls Kit (5CT + 5 GC Controls/Kit 1 Kit/Box)	1	\$ 230.00
302101	Bleach Enhancer	1	\$ 141.75
	Squirt Bottles (4 needed at start-up)		N/C
	Timers (2 needed at start-up)		N/C
	Tecan Disposable Tips	See Below	

Tecan Disposable Tips (Ordered directly from Tecan U.S.) (One case provided at start-up)

Tecan U.S.
P. O. Box 13953
Research Triangle Park, NC 27709
800-338-3226

Catalog No. 10612513 Case: 9,600 Tips (10 Boxes of 960/Box)

Additions to the Contract:

AccuProbe Pricing – DCLS

Catalog Number	Kit Name	UOM	Contract Price
102800	Culture ID Reagent Kit	Each	\$ 80.00
102845	Mycobacterium Avium Complex Culture ID	Each	\$ 275.00
102850	Mycobacterium Gordonae Culture ID	Each	\$ 275.00
102855	Mycobacterium Kansasii Culture ID	Each	\$ 275.00
102860	Mycobacterium TB Complex Culture ID	Each	\$ 275.00
102890	Blastomyces Dematitidis Culture ID	Each	\$ 290.00
102895	Coccidioides Immitis Culture ID	Each	\$ 290.00
102910	Histoplasma Capsulatum Culture ID	Each	\$ 290.00
301001	Amplified MTD	Each	\$1,100.00
201791	Auto Detect Reagent	Each	\$ 30.00
301078	SysCheck	Each	N/C
102440	Polypropylene Tubes	Each	\$ 15.00
901190	White Press Seal Caps	Each	\$ 10.00
102065	Polystyrene Tubes	Each	\$ 8.00

Reagent Rental Pricing: includes necessary equipment, installation, training, and service.